

SECTION K - Representations, Certifications, and Other Statements of Bidders

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (NOV 2004) (BK-001)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

TAXPAYER IDENTIFICATION (NOV 2004) (BK-002)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis,

and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS.

(c) The TIN may be used by the NAFI to collect and report on any delinquent amounts arising out of the offeror's relationship with the NAFI (31 U.S.C. 7701(c)(3)).

(d) Taxpayer Identification Number (TIN).

* TIN: ☐

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign NAFI;

* Offeror is an agency or instrumentality of the Federal NAFI.

(e) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* NAFI entity (Federal, State, or local);

* Foreign NAFI;

* International organization;

* Other ☐

(f) Common parent.

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

ECONOMIC PURCHASE QUANTITY SUPPLIES (NOV 2004) (BK-003)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the NAFI.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic

purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the NAFI in developing a database for future acquisitions of these items. However, the NAFI reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the NAFI's requirements indicate that different quantities should be acquired.

(End of provision)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (NOV 2004) (BK-004)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are _____ * are not _____ * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have _____ * have not _____ *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * _____ are not _____ * presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the NAFI, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

PLACE OF PERFORMANCE SEALED BIDDING (NOV 2004) (BK-005)

(a) The bidder, in the performance of any contract resulting from this solicitation, _____ * intends, _____ * does not intend [*check applicable box*] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)
Offeror or Respondent

Name and Address of Owner
and Operator of the Plant
or Facility if Other than

(End of provision)

MINIMUM BID ACCEPTANCE PERIOD (NOV 2004) (BK-006)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the NAFI for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The NAFI requires a minimum acceptance period of _____ calendar days [*Contracting Officer insert number of days*].

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the NAFI's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the NAFI's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within-

- (1) The acceptance period stated in paragraph (c) of this provision; or
- (2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

PLACE OF PERFORMANCE (NOV 2004) (BK-007)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____ * intends, _____ * does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)
Offeror or Respondent

Name and Address of Owner
and Operator of the Plant
or Facility if Other than

(End of provision)

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (NOV 2004) (BK-008)

The offeror represents that-

(a) It * _____ has, * _____ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It * _____ has, * _____ has not filed all required compliance reports, If not, explain _____;
and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

AFFIRMATIVE ACTION COMPLIANCE (NOV 2004) (BK-009)

The offeror represents that-

(a) It * _____ has developed and has on file, * _____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), If not, explain _____;
or

(b) It * _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

BUY AMERICAN ACT BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2004 (BK-010))

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(c) The NAFI will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT-ISRAELI TRADE ACT-BALANCE OF PAYMENT PROGRAM CERTIFICATE (NOV 2004) (BK-011)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.: Country of Origin:

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: Country of Origin:

[List as necessary]

(d) The NAFI will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation except NAFI is not subject to the guidelines pertaining to small business programs and set asides as described in FAR Part 19.

(End of provision)

**BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT-ISRAELI TRADE
ACT-BALANCE OF PAYMENT PROGRAM CERTIFICATE (NOV 2004) Alternate I (BK-011)**

As prescribed above, substitute the following paragraph (b) for paragraph (b) of the basic provision.

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products:

Line Item No. _____

(List as necessary)

**BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT-ISRAELI TRADE
ACT-BALANCE OF PAYMENT PROGRAM CERTIFICATE (NOV 2004) Alternate II (BK-011)**

As prescribed above, substitute the following paragraph (b) for paragraph (b) of the basic provision.

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.: Country of Origin:

[List as necessary]

TRADE AGREEMENTS CERTIFICATE (NOV 2004) (BK-012)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No

Country of Origin

List as necessary

(c) The NAFI will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation except NAFI is not subject to the guidelines pertaining to small business programs and set asides as described in FAR Part 19. For line items subject to the Trade Agreements Act, the NAFI will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The NAFI will consider for award only

offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

ROYALTY INFORMATION (NOV 2004) (BK-013)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

ROYALTY INFORMATION (NOV 2004) Alternate I (BK-013)

Use the provision and its Alternate I when the solicitation is for communication services and facilities by a common carrier. Substitute the following for the introductory portion of paragraph (a) of the basic clause.

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(End of provision)

PATENTS NOTICE OF NAFI LICENSE (NOV 2004) (BK-014)

The NAFI is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the NAFI and the patent owner. The patent number is [*Contracting Officer fill in*], and the royalty rate is [*Contracting Officer fill in*]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

_____ * Owner _____ * Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

(End of provision)

PREPARATION OF PROPOSALS-CONSTRUCTION (NOV 2004) (BK-015)

(a) Proposals must be (1) submitted on the forms furnished by the NAFI or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including-

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)